

**DEPARTMENT TWO – JUDGE WILLIAM HARRISON  
TENTATIVE RULINGS SCHEDULED FOR  
WEDNESDAY, AUGUST 18, 2010**

**GARCIA v. BEACON INDUSTRIES WORLDWIDE, INC., et al.**  
**Case No. FCS032382**

Motion by SCOTTSDALE INSURANCE COMPANY to Compel Defendant  
BEACON INDUSTRIES WORLDWIDE, INC.'s Person Most Knowledgeable to  
Appear for Deposition in Solano County

**TENTATIVE RULING**

The unopposed motion is granted.

The court hereby compels BEACON INDUSTRIES WORLDWIDE, INC.  
("BEACON") to produce for deposition the person most knowledgeable as to the  
matters set forth in the deposition notice previously served by SCOTTSDALE  
INSURANCE COMPANY ("SCOTTSDALE"), for deposition in Solano County,  
pursuant to a new deposition notice timely and properly served by  
SCOTTSDALE setting a time and place for this deposition. All costs related to  
travel for this deponent are to be paid by BEACON, not SCOTTSDALE.

In addition, the court imposes sanctions against BEACON in the total amount of  
\$1545.00, payable to SCOTTSDALE within 20 days of service of this order.

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**CRESCENT BANK & TRUST v. TERRY**  
**Case No. VCM108188**

Motion for Summary Judgment, or in the Alternative, Summary Adjudication

**TENTATIVE RULING**

The motion for summary judgment filed by Plaintiff Crescent Bank is granted.  
Plaintiff has submitted sufficient evidence that establishes all of the essential  
elements of a cause of action for breach of contract, a common count for money  
had and received, and a common count for account stated. Defendant has not  
presented any facts or evidence to dispute Plaintiff's evidence.

Defendant alleged in her answer that the Notice of Intention to Dispose of the  
Vehicle was not sent to the proper address. However, Defendant did not present  
any evidence in support of this contention in opposition to the motion. Therefore,  
the undisputed facts are that Plaintiff sent the Notice to the last known address,  
as required by Civil Code Section 2983.2.

Judgment shall be entered in the following amounts: \$14,534.84 for the principal amount owed, \$5,269.70 for interest at the rate of 22% per annum through July 28, 2009, additional interest at the rate of \$8.76 per diem up until judgment is entered, and late charges of \$468.24 pursuant to the contract. In addition, the court finds that Plaintiff is the prevailing party in this action, and is therefore entitled to costs and reasonable attorney's fees under the contract, the amounts of which are to be determined pursuant to the procedures set out in Rule 3.1700 and Rule 3.1702 of the California Rules of Court after judgment is entered.